

This is only a curtsy translation into Russian language of the solicitation's cover page,  
in the event of any inconsistency FAR 52.225-14 applies

Данная страница содержит перевод титульной страницы контракта на русский язык для  
облегчения понимания российскими компаниями. В случае расхождения текста и перевода  
действуют положения Федерального Кодекса Закупок США № 52.225-14.



**Посольство Соединённых Штатов Америки**  
г. Москва, Россия

2 марта 2015 г.

**ПРЕДМЕТ:** объявление о конкурсе № SRS500-15-Q-0005 на предоставление в аренду и  
регулярную замену грязезащитных ковриков в Посольстве США в Москве.

Уважаемый продавец услуг!

Посольство Соединённых Штатов Америки предлагает вам направить коммерческое  
предложение по предоставлению в аренду и регулярной замене грязезащитных ковриков в  
соответствии с условиями, указанными в прилагаемом документе (см. раздел 3)

Заявки следует представить по адресу, указанному в форме SF-1449 (см. ниже).

Посольство предполагает подписать контракт с компанией, доказавшей свою надежность и  
представившей технически приемлемое коммерческое предложение с наименьшей ценой. Мы  
намерены предложить контракт, основываясь на первоначальных предложениях без проведения  
переговоров, хотя у нас есть право начать переговоры с компаниями, чьи предложения будут  
включены в шорт-лист.

Заявка должна быть подана в запечатанном конверте с пометкой «Предложение внутри» на имя  
представителя заказчика Дэвида Стайра (David Stier) по адресу: Россия, 121099, г. Москва, Б.  
Девятинский пер., д. 8 не позднее 17:00 по местному времени 3 апреля 2015 г.

Все вопросы, касающиеся данного объявления о конкурсе, направляйте, пожалуйста, старшему  
специалисту отдела закупок Владимиру Ерёмкину в письменном виде по факсу (495) 728-50-77 в  
рабочее время. Справки по тел. 8-495 728-5000, доб. 6238.

13 марта 2015 в 10:00 мы проводим встречу с заинтересованными компаниями, на которой  
объясним наши требования и ответим на вопросы. Вопросы просим подавать в письменном виде по  
вышеуказанному номеру факса.

С уважением,

A handwritten signature in dark ink, appearing to read 'D. Stier'.

Дэвид Стайр  
Представитель заказчика



*Embassy of the United States of America  
Moscow, Russia*

March 2, 2015

To: Prospective Quoters

Subject: Request for Quotations number SRS500-15-Q-0005 – Rental and regular exchange of cleaning mats at the U.S. Embassy Moscow.

Dear Prospective Quoter,

Enclosed is a Request for Quotations (RFQ) for mats rental and cleaning services. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due by April 3, 2015, at 17:00 local time to the following address:

U.S. Embassy Moscow (South Gate),  
Bolshoi Devyatinsky Pereulok, 8.  
121099 Moscow, Russia  
Attn: GSO/Procurement,

No quotation will be accepted after this time. Quotations are to be presented in a sealed envelope and marked "**Quotation Enclosed,**" addressed to **David Stier, Contracting Officer.**

The site visit will be held on March 13, 2015 at **10:00 at the U.S. Embassy Moscow.** Prospective offerors/quoters should contact Mr. Vladimir Yeremkin at +7 495-728-5000, ext. 6238, fax +7 495 728-5077 for additional information or to arrange entry to the building.

Sincerely,

David Stier  
Contracting Officer

Enclosure

|   |  |   |  |   |                       |  |              |  |  |                  |            |  |
|---|--|---|--|---|-----------------------|--|--------------|--|--|------------------|------------|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>   |  |   |  |   | 1. REQUISITION NUMBER |  | PAGE 1 OF 50 |  |  |                  |            |  |
| 2. CONTRACT NO.   |  | 3. AWARD/EFFECTIVE DATE                               |  | 4. ORDER NUMBER   |                       | 5. SOLICITATION NUMBER<br><b>SRS500-15-Q-0005</b>  |              | 6. SOLICITATION ISSUE DATE<br><b>March 3, 2015</b>   |  |                  |            |  |
| 7. FOR SOLICITATION INFORMATION CALL:   |  | a. NAME<br><b>VLADIMIR YEREMKIN, CONTRACT MANAGER</b> |  |   |                       | b. TELEPHONE NUMBER (No collect calls)<br><b>(495) 728-5000, EXT 6238</b>  |              | 8. OFFER DUE DATE/<br><b>April 3, 2015 at 17:00 local</b>  |  |                  |            |  |
| 9. ISSUED BY<br><b>GSO/PROCUREMENT SECTION<br/>U.S. EMBASSY MOSCOW<br/>8 BOLSHOY DEVYATINSKY PER., MOSCOW 121099, RUSSIA</b>  |  |   |  | 10. THIS ACQUISITION IS<br><input type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS |                       | <input type="checkbox"/> UNRESTRICTED OR<br><input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS<br><input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:<br><input type="checkbox"/> EDWOSB<br><input type="checkbox"/> 8 (A) SIZE STANDARD: |              | <input type="checkbox"/> SET ASIDE: ____ % FOR:  |  |                  |            |  |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE  |  | 12. DISCOUNT TERMS                                    |  | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  |                       | 13b. RATING  |              | 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP |  |                  |            |  |
| 15. DELIVER TO<br>CODE  |  |   |  | 16. ADMINISTERED BY<br><b>FACILITIES OFFICE<br/>U.S. EMBASSY MOSCOW</b><br>CODE   |                       |  |              |  |  |                  |            |  |
| 17a. CONTRACTOR/OFFERER<br>CODE<br>FACILITY CODE<br><br>TELEPHONE NO.   |  |   |  | 18a. PAYMENT WILL BE MADE BY<br><b>FINANCIAL MANAGEMENT OFFICE<br/>U.S. EMBASSY MOSCOW</b><br>CODE  |                       |  |              |  |  |                  |            |  |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  |  |   |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM  |                       |  |              |  |  |                  |            |  |
| 19. ITEM NO.  |  | 20. SCHEDULE OF SUPPLIES/SERVICES                     |  |   | 21. QUANTITY          |  | 22. UNIT     |  | 23. UNIT PRICE   |                  | 24. AMOUNT |  |
| 01  |  | PROTECTIVE MATS RENTAL SERVICES<br>(See Attached)     |  |   |                       |  |              |  |  |                  |            |  |
| 25. ACCOUNTING AND APPROPRIATION DATA   |  |   |  |   |                       |  |              |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)                            |                  |            |  |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  |  |   |  |   |                       |  |              |  | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED |                  |            |  |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA   |  |   |  |   |                       |  |              |  | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED |                  |            |  |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. |  |   |  |   |                       | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:   |              |  |  |                  |            |  |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  |  |   |  |   |                       | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)   |              |  |  |                  |            |  |
| 30b. NAME AND TITLE OF SIGNER (Type or print)   |  |   |  | 30c. DATE SIGNED  |                       | 31b. NAME OF CONTRACTING OFFICER (Type or print)<br><b>DAVID STIER</b>   |              |  |  | 31c. DATE SIGNED |            |  |

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STANDARD FORM 1449

Prescribed by GSA - FAR (48 CFR) 53.212

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Attachment #1: Quantity of Cleaning Mats and their placement

## SECTION 1 - THE SCHEDULE

### CONTINUATION TO SF-1449 RFQ NUMBER S-RS500-15-Q-0005 PRICES, BLOCK 23

#### I. SCOPE OF SERVICES

The Contractor shall provide to the U.S. Embassy Moscow cleaning mats of various sizes to protect floors at the Embassy's public areas, entrances to the buildings, offices, etc. The soiled mats have to be periodically exchanged with clean ones. The quantity and location of mats is explained herewith and in Attachment #1.

- A. The contract will be for a one-year period from the date of the contract award and a notice to proceed, with four one-year options.
- B. The Contractor shall furnish all labor, tools, equipment, materials, transportation, supplies and services to provide the required services specified under Section 1, hereof:

#### II. PRICES

##### A. VALUE ADDED TAX.

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

##### B. SCHEDULE FOR SERVICES

In accordance with local weather conditions, the schedule of mats rental services is divided in two periods: October – April, and May – September. The number of mats provided by the Contractor is different in each of these periods. See Attachment 1 to this contract. The size of mats provided by the Contractor under this contract is not fixed but must be as close as possible to sizes specified in this contract.

##### C. PRICES FOR SERVICES.

C.1 The Contractor warrants that the prices included herein include all expenses incident to the services to be performed and materials to be provided. Payments shall be limited to actual services performed. No claim for any additional compensation shall be considered, unless it has been authorized by the Government in writing in advance. The Government shall not be responsible for any work performed which is not specifically provided for under the terms of this contract or authorized by the Government in writing in advance.

C.2 Prices for services are calculated based on number of mats' exchanges. The prices shall include removing soiled mats, placing clean mats, loading and unloading of mats, transportation to and from the Embassy to Contractor's facilities, cleaning, cost of cleaning materials, labor, overheads, and profit.

C.3 Prices for services may be nominated in Russian Rubles or in U.S. Dollars.

C.3.1 If prices are nominated in Russian Rubles, payments for services shall be made in Rubles. The Ruble prices shall be fixed and shall not be changed during the contract performance.

C.3.2. If prices are nominated in US Dollars, payments for services shall be made in Russian Rubles according to the official exchange rate on the day payments are processed by the Financial Management Office of the Embassy. The Dollar prices shall be fixed and shall not be changed during the contract performance.

#### C.4 BASED YEAR FIXED PRICES

##### C.4.1 Period October 1 - April 30.

| Contract<br>Line<br>Item | Description of Services                                      | Number of<br>Exchanges | Price for<br>each<br>Exchange   | Total<br>Firm<br>Fixed<br>Price |
|--------------------------|--|------------------------|---------------------------------|---------------------------------|
| 1                        | 39 (thirty-nine) Mats with estimated. size<br>1500 x 2500 mm | 1,170                  |                                 |                                 |
| 2                        | 34 (thirty-five) Mats with estimated size<br>1800 x 1200 mm  | 1,020                  |                                 |                                 |
| 3                        | 23 (twenty-three) Mats with estimated size<br>1500 x 900 mm  | 690                    |                                 |                                 |
| 4                        | 7 (seven) Mats with estimated size 4000 x<br>1500 mm         | 210                    |                                 |                                 |
| 5                        | 13 (thirteen) Embassy-owned Mats with<br>size 1800 x 900     | 30                     |                                 |                                 |
|                          |  |                        | <b>Sub-Total</b>                |                                 |
|                          |  |                        | <b>Plus VAT (if applicable)</b> |                                 |
|                          |  |                        | <b>Total</b>                    |                                 |

##### C.4.2

##### C.4.3 Period May 1 - September 30.

| Contract<br>Line<br>Item | Description of Services                                      | Number of<br>Exchanges | Price for<br>each<br>Exchange | Total<br>Firm<br>Fixed<br>Price |
|--------------------------|--|------------------------|-------------------------------|---------------------------------|
| 1                        | 39 (thirty-nine) Mats with estimated. size<br>1500 x 2500 mm | 195                    |                               |                                 |
| 2                        | 34 (thirty-five) Mats with estimated size<br>1800 x 1200 mm  | 170                    |                               |                                 |
| 3                        | 19 (nineteen) Mats with estimated size<br>1500 x 900 mm      | 95                     |                               |                                 |

|              |   |    |                                 |  |
|--------------|---|----|---------------------------------|--|
| 4            | 7 (seven) Mats with estimated size 4000 x 1500 mm     | 35 |                                 |  |
| 5            | 13 (thirteen) Embassy-owned Mats with size 1800 x 900 | 5  |                                 |  |
|              |   |    | <b>Sub-Total</b>                |  |
|              |   |    | <b>Plus VAT (if applicable)</b> |  |
| <b>C.4.4</b> |   |    | <b>Total</b>                    |  |

For Base Year of the Contract the total number of mats exchange shall be

Mats with estimated size 1500 x 2500 - 1,365  
Mats with estimated size 1800 x 1200 - 1,190  
Mats with estimated size 1500 x 900 - 785  
Mats with estimated size 1500 x 4000 - 245  
Embassy owned Mats with size 1800 x 900 - 35

**C.4.5 Total Price for Base year plus VAT (C.4.2 + C.4.4)** \_\_\_\_\_

## C.5 OPTION YEAR ONE FIXED PRICES

### C.5.1 Period October 1 - April 30.

| Contract<br>Line<br>Item | Description of Services                                   | Number of<br>Exchanges | Price for<br>each<br>Exchange   | Total<br>Firm<br>Fixed<br>Price |
|--------------------------|---|------------------------|---------------------------------|---------------------------------|
| 1                        | 39 (thirty-nine) Mats with estimated. size 1500 x 2500 mm | 1,170                  |                                 |                                 |
| 2                        | 34 (thirty-five) Mats with estimated size 1800 x 1200 mm  | 1,020                  |                                 |                                 |
| 3                        | 23 (twenty-three) Mats with estimated size 1500 x 900 mm  | 690                    |                                 |                                 |
| 4                        | 7 (seven) Mats with estimated size 4000 x 1500 mm         | 210                    |                                 |                                 |
| 5                        | 13 (thirteen) Embassy-owned Mats with size 1800 x 900     | 30                     |                                 |                                 |
|                          |   |                        | <b>Sub-Total</b>                |                                 |
|                          |   |                        | <b>Plus VAT (if applicable)</b> |                                 |
| <b>C.5.2</b>             |   |                        | <b>Total</b>                    |                                 |

**C.5.3 Period May 1 - September 30.**

| <b>Contract<br/>Line<br/>Item</b> | <b>Description of Services</b>                            | <b>Number of<br/>Exchanges</b>  | <b>Price for<br/>each<br/>Exchange<br/>Ruble</b> | <b>Total<br/>Firm<br/>Fixed<br/>Price<br/>Ruble</b> |
|-----------------------------------|---|---------------------------------|--|---|
| 1                                 | 39 (thirty-nine) Mats with estimated. size 1500 x 2500 mm | 195                             |  |   |
| 2                                 | 34 (thirty-five) Mats with estimated size 1800 x 1200 mm  | 170                             |  |   |
| 3                                 | 19 (nineteen) Mats with estimated size 1500 x 900 mm      | 95                              |  |   |
| 4                                 | 7 (seven) Mats with estimated size 4000 x 1500 mm         | 35                              |  |   |
| 5                                 | 13 (thirteen) Embassy-owned Mats with size 1800 x 900     | 5                               |  |   |
|                                   |   | <b>Sub-Total</b>                |  |   |
|                                   |   | <b>Plus VAT (if applicable)</b> |  |   |
| <b>C.5.4</b>                      |   | <b>Total</b>                    |  |   |

For Option Year One of the Contract the total number of mats exchange shall be

Mats with estimated size 1500 x 2500 - 1,365  
Mats with estimated size 1800 x 1200 - 1,190  
Mats with estimated size 1500 x 900 - 785  
Mats with estimated size 1500 x 4000 - 245  
Embassy owned Mats with size 1800 x 900 – 35

**C.5.5 Total Price for Option Year One plus VAT (C.5.2 + C.5.4)** \_\_\_\_\_

**C.6 OPTION YEAR TWO FIXED PRICES**

**C.6.1 Period October 1 - April 30.**

| <b>Contract<br/>Line<br/>Item</b> | <b>Description of Services</b>                            | <b>Number of<br/>Exchanges</b> | <b>Price for<br/>each<br/>Exchange</b> | <b>Total<br/>Firm<br/>Fixed<br/>Price</b> |
|-----------------------------------|---|--------------------------------|--|---|
| 1                                 | 39 (thirty-nine) Mats with estimated. size 1500 x 2500 mm | 1,170                          |  |   |
| 2                                 | 34 (thirty-five) Mats with estimated size 1800 x 1200 mm  | 1,020                          |  |   |

|              |  |                                 |  |  |
|--------------|--|---------------------------------|--|--|
| 3            | 23 (twenty-three) Mats with estimated size 1500 x 900 mm | 690                             |  |  |
| 4            | 7 (seven) Mats with estimated size 4000 x 1500 mm        | 210                             |  |  |
| 5            | 13 (thirteen) Embassy-owned Mats with size 1800 x 900    | 30                              |  |  |
|              |  | <b>Sub-Total</b>                |  |  |
|              |  | <b>Plus VAT (if applicable)</b> |  |  |
| <b>C.6.2</b> |  | <b>Total</b>                    |  |  |

**C.6.3 Period May 1 - September 30.**

| <b>Contract Line Item</b> | <b>Description of Services</b>                            | <b>Number of Exchanges</b>      | <b>Price for each Exchange</b> | <b>Total Firm Fixed Price</b> |
|---------------------------|---|---------------------------------|--------------------------------|-------------------------------|
| 1                         | 39 (thirty-nine) Mats with estimated. size 1500 x 2500 mm | 195                             |                                |                               |
| 2                         | 34 (thirty-five) Mats with estimated size 1800 x 1200 mm  | 170                             |                                |                               |
| 3                         | 19 (nineteen) Mats with estimated size 1500 x 900 mm      | 95                              |                                |                               |
| 4                         | 7 (seven) Mats with estimated size 4000 x 1500 mm         | 35                              |                                |                               |
| 5                         | 13 (thirteen) Embassy-owned Mats with size 1800 x 900     | 5                               |                                |                               |
|                           |   | <b>Sub-Total</b>                |                                |                               |
|                           |   | <b>Plus VAT (if applicable)</b> |                                |                               |
| <b>C.6.4</b>              |   | <b>Total</b>                    |                                |                               |

For Option Year Two of the Contract the total number of mats exchange shall be

Mats with estimated size 1500 x 2500 - 1,365  
Mats with estimated size 1800 x 1200 - 1,190  
Mats with estimated size 1500 x 900 - 785  
Mats with estimated size 1500 x 4000 - 245  
Embassy owned Mats with size 1800 x 900 – 35

**C.6.5 Total Price for Option Year Two plus VAT (C.6.2 + C.6.4)** \_\_\_\_\_

## C.7 OPTION YEAR THREE FIXED PRICES

### C.7.1 Period October 1 - April 30.

| Contract<br>Line<br>Item | Description of Services                                      | Number of<br>Exchanges | Price for<br>each<br>Exchange   | Total<br>Firm<br>Fixed<br>Price |
|--------------------------|--|------------------------|---------------------------------|---------------------------------|
| 1                        | 39 (thirty-nine) Mats with estimated. size<br>1500 x 2500 mm | 1,170                  |                                 |                                 |
| 2                        | 34 (thirty-five) Mats with estimated size<br>1800 x 1200 mm  | 1,020                  |                                 |                                 |
| 3                        | 23 (twenty-three) Mats with estimated size<br>1500 x 900 mm  | 690                    |                                 |                                 |
| 4                        | 7 (seven) Mats with estimated size 4000 x<br>1500 mm         | 210                    |                                 |                                 |
| 5                        | 13 (thirteen) Embassy-owned Mats with<br>size 1800 x 900     | 30                     |                                 |                                 |
|                          |  |                        | <b>Sub-Total</b>                |                                 |
|                          |  |                        | <b>Plus VAT (if applicable)</b> |                                 |
| <b>C.7.2</b>             |  |                        | <b>Total</b>                    |                                 |

### C.7.3 Period May 1 - September 30.

| Contract<br>Line<br>Item | Description of Services                                      | Number of<br>Exchanges | Price for<br>each<br>Exchange   | Total<br>Firm<br>Fixed<br>Price |
|--------------------------|--|------------------------|---------------------------------|---------------------------------|
| 1                        | 39 (thirty-nine) Mats with estimated. size<br>1500 x 2500 mm | 195                    |                                 |                                 |
| 2                        | 34 (thirty-five) Mats with estimated size<br>1800 x 1200 mm  | 170                    |                                 |                                 |
| 3                        | 19 (nineteen) Mats with estimated size<br>1500 x 900 mm      | 95                     |                                 |                                 |
| 4                        | 7 (seven) Mats with estimated size 4000 x<br>1500 mm         | 35                     |                                 |                                 |
| 5                        | 13 (thirteen) Embassy-owned Mats with<br>size 1800 x 900     | 5                      |                                 |                                 |
|                          |  |                        | <b>Sub-Total</b>                |                                 |
|                          |  |                        | <b>Plus VAT (if applicable)</b> |                                 |
| <b>C.7.4</b>             |  |                        | <b>Total</b>                    |                                 |

For Option Year Three of the Contract the total number of mats exchange shall be

Mats with estimated size 1500 x 2500 - 1,365  
Mats with estimated size 1800 x 1200 - 1,190  
Mats with estimated size 1500 x 900 - 785  
Mats with estimated size 1500 x 4000 - 245  
Embassy owned Mats with size 1800 x 900 - 35

**C.7.5 Total Price for Option Year Three plus VAT (C.7.2 + C.7.4) \_\_\_\_\_**

**C.8 OPTION YEAR FOUR FIXED PRICES**

**C.8.1 Period October 1 - April 30.**

| Contract<br>Line<br>Item | Description of Services                                      | Number of<br>Exchanges | Price for<br>each<br>Exchange   | Total<br>Firm<br>Fixed<br>Price |
|--------------------------|--|------------------------|---------------------------------|---------------------------------|
| 1                        | 39 (thirty-nine) Mats with estimated. size<br>1500 x 2500 mm | 1,170                  | _____                           | _____                           |
| 2                        | 34 (thirty-five) Mats with estimated size<br>1800 x 1200 mm  | 1,020                  | _____                           | _____                           |
| 3                        | 23 (twenty-three) Mats with estimated size<br>1500 x 900 mm  | 690                    | _____                           | _____                           |
| 4                        | 7 (seven) Mats with estimated size 4000 x<br>1500 mm         | 210                    | _____                           | _____                           |
| 5                        | 13 (thirteen) Embassy-owned Mats with<br>size 1800 x 900     | 30                     | _____                           | _____                           |
|                          |  |                        | <b>Sub-Total</b>                | _____                           |
|                          |  |                        | <b>Plus VAT (if applicable)</b> | _____                           |
| <b>C.8.2</b>             |  |                        | <b>Total</b>                    | _____                           |

**C.8.3 Period May 1 - September 30.**

| Contract<br>Line<br>Item | Description of Services                                      | Number of<br>Exchanges | Price for<br>each<br>Exchange | Total<br>Firm<br>Fixed<br>Price |
|--------------------------|--|------------------------|-------------------------------|---------------------------------|
| 1                        | 39 (thirty-nine) Mats with estimated. size<br>1500 x 2500 mm | 195                    | _____                         | _____                           |
| 2                        | 34 (thirty-five) Mats with estimated size<br>1800 x 1200 mm  | 170                    | _____                         | _____                           |
| 3                        | 19 (nineteen) Mats with estimated size<br>1500 x 900 mm      | 95                     | _____                         | _____                           |

|   |   |           |                                 |                   |
|---|---|-----------|---------------------------------|-------------------|
| 4 | 7 (seven) Mats with estimated size 4000 x 1500 mm     | <u>35</u> | <u>          </u>               | <u>          </u> |
| 5 | 13 (thirteen) Embassy-owned Mats with size 1800 x 900 | <u>5</u>  | <u>          </u>               | <u>          </u> |
|   |   |           | <b>Sub-Total</b>                | <u>          </u> |
|   |   |           | <b>Plus VAT (if applicable)</b> | <u>          </u> |
|   | <b>C.8.4</b>  |           | <b>Total</b>                    | <u>          </u> |

For Option Year Four of the Contract the total number of mats exchange shall be

Mats with estimated size 1500 x 2500 - 1,365  
 Mats with estimated size 1800 x 1200 - 1,190  
 Mats with estimated size 1500 x 900 - 785  
 Mats with estimated size 1500 x 4000 - 245  
 Embassy owned Mats with size 1800 x 900 – 35

**C.8.5 Total Price for Option Year Four plus VAT (C.8.2 + C.8.4)**                                   

**TOTAL PRICE FOR ONE BASE YEAR AND FOUR OPTION YEARS**  
**(C.4.5+C.5.5+C.6.5+C.7.5+C.8.5)**

CONTINUATION TO SF-1449,  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

1. GENERAL

The Contractor shall provide cleaning mats and their regular exchange for the U.S. Embassy Moscow, Russia, as described herein and in Attachment #1 to this Contract. The Contractor shall provide all managerial, administrative, direct labor personnel, vehicles, drivers, all running expenses (i.e., fuel, oil, etc) including all expenses that are necessary to accomplish all work required by this contract.

2. DEFINITIONS

"Calendar Day" means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

"COR" means the Contracting Officer's Representative, appointed in accordance with Section G of this contract.

"Government" means the Government of the United States of America unless specifically stated otherwise.

"Services" means the services performed, workmanship, and equipment furnished or utilized in the performance of the services.

3. MANAGEMENT

3.1 Project Manager. The Contractor shall designate a Project Manager who shall be the Contractor's point of contact. The Project Manager shall be responsible for managing the Contractor's work under this contract, including delegating requests to drivers (if drivers are required by this contract) along with any instruction required, and ensuring a smooth and effective operation. The Contractor's Project Manager and telephone number are:

Project Manager: *[Insert name at time of award]*

Telephone Number: *[Insert telephone number at time of award]*

4. WORK REQUIREMENTS

4.1. MATS RENTAL

4.1.1 Contractor shall provide the necessary number of protective ("All-weather") cleaning mats of three different sizes and place it to the locations indicated in Attachments #1. The color of mats shall be dark enough to make dirt and soil not visible.

4.1.2 All mats shall be new, in good condition: clean, dry, nice, without any visible defects or latent damages.

4.1.3 The mats offered to the U.S. Embassy shall be manufactured with the only purpose to protect floors from soil, dirt, and other pollutants; they shall be water resistant. All mats that were manufactured for other purposes (decoration, heat isolation, etc) shall not be used under this Contract.

## 4.2 MATS QUANTITY

The number of mats to be used under this contract shall be fixed during the contract performance period. If the Embassy decides to change the number of mats, this will result in a Contract modification.

The total number of mats and its approximate size is as follows:

Mats with approximate\* dimensions 1500 x 2500 mm – 39 ea at the time;  
Mats with approximate\* dimensions 1800 x 1200 mm – 34 ea at the time;  
Mats with approximate\* dimensions 1500 x 900 mm – 19 ea at the time, and  
Mats with approximate\* dimensions 4000 x 1500 mm – 7 ea at the time.

\*) Dimensions are approximate and based on locations measurements. The quoter can offer different sizes but they shall not exceed the above dimensions for more than 50 mm each side.

## 4.3 MATS EXCHANGE SCHEDULE

4.3.1 Winter schedule. The winter season is considered as a period between October 1 and April 30. During this season the Contractor shall arrange mats exchange on a WEEKLY BASIS. The number of exchanges during this period shall be between 29 and 31, depending on a year, which corresponds with the number of weeks in this period.

4.3.2 Summer schedule. The summer season is considered as a period between May 1 and September 30. During this season the Contractor shall arrange mats exchange on a MONTHLY BASIS. The number of exchanges during this period shall be no less than 5, which corresponds with the number of months in this period.

4.3.3 Mats exchange days. The Contractor shall exchange mats on weekdays, as determined by the Contracting Officer's Representative (COR). For Embassy's decision these shall not be Mondays and Fridays. If due to unforeseen circumstances, the Contractor cannot exchange mats on the agreed day, it may exchange mats on the following day but only upon the COR's approval.

4.3.4 If the Contractor fails to exchange mats on the agreed day or on the following day, the service shall be considered uncompleted and shall not be paid by the Government.

## 4.4 MATS CLEANING

4.4.1 The Contractor shall perform the regular cleaning of the mats in accordance with Manufacturer's instructions on its facilities, and NOT ON THE EMBASSY PREMISES.

4.4.2 The Contractor agrees not to use hazardous cleaning materials, which may bring harm to the Embassy personnel, or the Embassy property. If requested, the Contractor shall submit samples of cleaning materials, detergent's, etc for approval by the COR.

## 5. EMBASSY MATS CLEANING

5.1 The Embassy shall provide the Contractor with 13 (thirteen) cleaning mats with size 1800mm x 900 mm, rubber based. The mats shall remain the U.S. Government Property. These mats shall be placed at the lobbies of the residential apartments (NEC clusters 12-24).

5.2 The Contractor shall pick up those mats for their location, deliver to its cleaning facility, clean, and deliver back to the Embassy to their locations. The exchange schedule for these mats shall be the same as for the Contractor's furnished mats.

5.3 The Embassy shall pay for this service, including loading/unloading, transportation and cleaning in accordance with CLIN 5 of Section 3 of this Contract.

5.4 The Contractor shall keep Embassy owned mats in good conditions, avoid any damage to them. In the event these mats become unusable and must be replaced, the Contractor shall inform the COR. After examination of these mats, the COR may make a decision to replace these mats at the Government's expense.

5.5 If the COR determines that the Embassy owned mats were damaged due to the Contractor's personnel negligence, the COR may request replacement of the mats at the Contractor's expense.

## 6. PERSONNEL

6.1 The Contractor shall provide qualified laborers, drivers and vehicles for services specified in this contract. Drivers employed to perform services shall be experienced and competent in the performance of such services, and shall possess the appropriate license and insurance.

6.2 The Contractor shall provide the Government all information required for laborers and drivers security namecheck performed by the Regional Security Office.

### 6.3 Security.

6.3.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract.

6.3.2 Identity Cards. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while on providing services under this contract. These identity cards are the property of the Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

### 6.3.3 Standards of Conduct

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an

employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.

(c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(e) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

(f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; and organizing or participating in gambling in any form.

#### **6.3.4 Personnel Health Requirements**

All employees must be in good general health without physical disabilities that would interfere with the acceptable performance of their duties. All employees shall be free from communicable disease. They shall possess binocular vision, correctable to 20/30 (Snellen) and shall not be colorblind. They shall be capable of hearing ordinary conversation.

### **7. GOVERNMENT-FURNISHED MATERIALS**

The Embassy shall provide 13 (thirteen) cleaning mats with dimensions 1800 x 900 mm for location in the NEC housing units. The Contractor shall arrange cleaning and regular exchange of these mats.

### **8. INVOICES AND PAYMENT**

8.1 All invoices shall be submitted to the COR on a monthly basis and shall be itemized to show date of issue, contract number, services rendered, the total number of mats exchanges in the said period of time. Invoices shall be submitted to the following address:

**Facilities Office  
U.S. Embassy Moscow  
8 Bolshoy Devyatinsky per.,  
Moscow 121099, Russia**

8.2 Payments shall be made to the Contractor's bank account by electronic funds transfer in accordance with FAR 52.232-25 Prompt Payment and FAR 52.232-34 Payment by Electronic

Funds Transfer- Other than Central Contractor Registration ( MAY 1999) within 30 days upon submission of a proper invoice.

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

## 9. LAWFUL OPERATION, PERMITS, INSURANCE AND INDEMNIFICATION

(a) **Bonds.** The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

(b) **Employee Salary Benefits.** The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of such costs and must include all such costs in the fixed prices in this contract.

(c) **Personal Injury, Property Loss or Damage (Liability).** The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to:  
--negligence of the Contractor's personnel in the performance of this contract, or  
--any cause arising from accidental, careless or irresponsible discharge of any firearms assigned to the Contractor's personnel.

The Contractor's assumption of absolute liability is independent of any insurance policies.

(d) **Amount of Insurance.** The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

### General Liability

#### (1) Bodily Injury Stated in U.S. Dollars:

Per Occurrence           \$ 200,000

Cumulative               \$ 400,000

#### (2) Property Damage Stated in U.S. Dollars:

Per Occurrence           \$ 100,000

Cumulative               \$ 200,000

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily

obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from an incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

- (e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

#### 10. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

| Performance Objective  | Scope of Work Para | Performance Threshold  |
|--|--------------------|--|
| <u>Services.</u><br>Performs all passenger transportation services set forth in the scope of work. | 1. thru 7.         | All required services are performed and no more than one (1) customer complaint is received per month. |

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (DEC 2014) is incorporated by reference (See SF-1449, block 27a).

### ADDENDUM TO 52.212-4

None

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

- \_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.
- \_\_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Oct 2014) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

- \_\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (33) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.
- \_\_\_ (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O. 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_\_\_ (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_ (40) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_ (41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

- \_\_\_ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
  - \_\_\_ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
  - \_\_\_ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - \_\_\_ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - \_\_\_ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
  - \_\_\_ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
  - \_\_\_ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
  - \_\_\_ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
  - \_\_\_ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
  - \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- \_\_\_ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
  - \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
  - \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
  - \_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).
  - \_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
  - \_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
  - \_\_\_ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

| <u>CLAUSE</u> | <u>TITLE AND DATE</u>   |
|---------------|---|
| 52.204-12     | DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012) |
| 52.204-13     | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)            |

- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
- 52.204-9 PERSONAL IDENTIFY VERIFICATION FOR CONTRACT PERSONNEL (JAN 2011)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

The following FAR clauses are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years**.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

#### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
  - 2) Clearly identify themselves and their contractor affiliation in meetings;
  - 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
  - 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.
- (end of clause)

#### 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and 1 copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

**The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.**

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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#### 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

- (a) The Department of State observes the following days as holidays:

|                                     |                   |
|-------------------------------------|-------------------|
| New Year Day (American, Russian)    | January 1, 2015   |
| New Year Day (Russian)              | January 2, 2015   |
| New Year Day (Russian)              | January 3, 2015   |
| New Year Day (Russian)              | January 6, 2015   |
| Orthodox Christmas                  | January 7, 2015   |
| Orthodox Christmas                  | January 8, 2015   |
| Orthodox Christmas                  | January 9, 2015   |
| Martin Luther King Day (American)   | January 19, 2015  |
| Presidents Day (American)           | February 12, 2015 |
| Defender's Day (Russian)            | February 23, 2015 |
| International Women's Day (Russian) | March 9, 2015     |
| International Labor Day (Russian)   | May 1, 2015       |
| International Labor Day (Russian)   | May 4, 2015       |
| Victory Day (Russian)               | May 11, 2015      |
| Memorial Day (American)             | May 25, 2015      |
| Independence Day (Russian)          | June 12, 2015     |
| Independence Day (American)         | July 3, 2015      |
| Labor Day (American)                | September 7, 2015 |
| Columbus Day (American)             | October 12, 2015  |
| Day of National Consent (Russian)   | November 4, 2015  |
| Veterans Day (American)             | November 11, 2015 |
| Thanksgiving Day (American)         | November 26, 2015 |
| Christmas Day (American)            | December 25, 2015 |

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Facilities FSN Supervisor

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person; (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business

relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own

use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

### SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014), is incorporated by reference. (SEE SF-1449, BLOCK 27A)

ADDENDUM TO 52.212-1

NONE

A. Summary of instructions. Each offer must consist of the following:

**A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.**

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (3) List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Russia then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
  - Quality of services provided under the contract;
  - Compliance with contract terms and conditions;
  - Effectiveness of management;
  - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
  - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work; provide description of mats offered, if possible provide a sample of material, photo, or specifications.

(5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

- (6) The offeror's strategic plan for mats exchange services to include but not limited to:
- (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
  - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
  - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:  
<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>.

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

| <u>PROVISION</u> | <u>TITLE AND DATE</u>   |
|------------------|---|
| 52.204-7         | SYSTEM FOR AWARD MANAGEMENT (JUL 2013)  |
| 52.214-34        | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)   |
| 52.225-25        | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012) |
| 52.237-1         | SITE VISIT (APR 1984)   |

The site visit will be held on March 13, 2015 at 10:00 at the U.S. Embassy Moscow, 8 Bolshoy Devyatinsky per.. Prospective offerors/quoters should contact Vladimir Yeremkin for additional information or to arrange entry to the building.

The following DOSAR provision is provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation.

If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Competition Advocate  
U.S. Department of State  
A/OPE, SA-15, Room 1060  
Washington, DC 20522-1510.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested, and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes.

Interested parties are invited to contact the contracting activity ombudsman, **Michael Dunkley**, at +7 495 728-5248. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman.

Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Acquisition Ombudsman  
U.S. Department of State  
A/OPE  
SA-15, Room 1060  
Washington, DC 20522-1510.

(End of clause)

#### SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

#### ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

##### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (DEC 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education;

or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government

contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and

certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is, o is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:*

\_\_\_\_\_.]

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the

offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

|  |
|--|
|  |
|  |
|  |

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

**Line Item No.    Country of Origin**

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

**Line Item No.    Country of Origin**

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
|---------------|-------------------|

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

**Listed End Product    Listed Countries of Origin**

|  |  |
|--|--|
|  |  |
|  |  |

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
  - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - o Offeror is an agency or instrumentality of a foreign government;
  - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent*.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: o Yes or o No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(End of provision)

#### ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision is provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

ATTACHMENT #1

Quantity of cleaning mats and the map of their location

| LOCATION (РАСПОЛОЖЕНИЕ)   |   | Carpets Number (Количество ковров) |           |          |             |
|---------------------------|---|------------------------------------|-----------|----------|-------------|
|                           |   | 1500x2500                          | 1200x1800 | 900x1500 | 1500 x 4000 |
| Embassy Compound/Chancery | MED.Unit North entrance (Медпункт , северный вход)                | 1                                  | 1         |          |             |
|                           | Med Unit, South Entrance (Медпункт,Южный вход)                    |                                    | 1         |          |             |
|                           | GSO , East Entrance ( офис, восточный вход )                      | 1                                  |           |          |             |
|                           | GSO, North and East Entrances ( офис, северный и западный входа ) | 1                                  |           |          |             |
|                           | North garage entrance (вход у сев.гаража)                         | 3                                  |           |          |             |
|                           | MOPO Dispath office ( диспетчерская у сев. гаража)                | 1                                  |           | 3        |             |
|                           | Welcome kit room (склад на въезде в гараж)                        |                                    | 1         |          |             |
|                           | East elevator lobby (upper) Лифт верхнее лобби                    | 1                                  |           |          |             |
|                           | East elevator lobby (low) Лифт нижнее лобби                       | 1                                  |           |          |             |
|                           | MOPO stock office (склад автозапчастей)                           |                                    | 1         |          |             |
|                           | EAST wing ramp (рампа в восточном крыле)                          | 3                                  |           |          | 7           |
|                           | Chancery elevator lobby (лифтовое лобби в главном здании)         |                                    | 4         |          |             |
|                           | Chancery main entrance lobby (вход в главное здание)              | 4                                  |           |          |             |
|                           | West entrance (Amb.hallway) западный вход у галереи               | 2                                  |           |          |             |
|                           | Cafeteria Entrance (вход у кафетерия)                             | 1                                  | 1         |          |             |
|                           | Commissary entrance (вход у бара)                                 | 3                                  |           |          |             |
|                           | Post office (на почте)  | 2                                  |           |          |             |
|                           | GYM entrance (вход у спортзала)                                   | 3                                  | 2         |          |             |
|                           | Day Care (детский сад)  | 2                                  |           | 4        |             |
|                           | East gate (восточные ворота)                                      |                                    | 1         | 1        |             |
|                           | West gate (западные ворота)                                       |                                    |           |          |             |
|                           | South Gate (южные ворота)   |                                    |           | 1        |             |
|                           | North Gate (северные ворота)                                      |                                    |           | 1        |             |
|                           | Quarters 25-37 (квартиры на верхней улице)                        |                                    | 13        |          |             |
|                           | NASA office (29 B)  |                                    |           |          |             |
|                           | Embassy compound/Chancery subtotal (Главное здание, всего):       | 29                                 | 25        | 10       | 7           |
| Consulate building        | North public entrance lobby (Северный вход для посетителей)       | 3                                  |           |          |             |
|                           | Central court yard door (Центр-вход со двора)                     | 1                                  |           |          |             |
|                           | Central post3 lobby (вход из арки)                                | 1                                  | 1         | 4        |             |
|                           | Central wing elevators lobby (2nd and 3d floors) Центр -у лифтов  |                                    |           |          |             |
|                           | Central wing 4th floor*M2R stockroom) -4 этаж склад запчастей     | 2                                  |           | 2        |             |
|                           | South main FCS entrance Юг - главный вход                         |                                    | 1         | 2        |             |
|                           | South court yard door Юг-вход со двора                            |                                    | 2         | 5        |             |
|                           | Consulate building subtotal (Здание Консульства, всего):          | 7                                  | 4         | 13       |             |
| SPOED E                   | Main entrance lobby (вход перед постом)                           | 2                                  |           |          |             |
|                           | Behind SL6 lobby (вход за постом)                                 | 1                                  | 5         |          |             |
|                           | SPOEDE subtotal (Здание Споде, всего):                            | 3                                  | 5         | 0        |             |
| TOTAL (ИТОГО):            |   | 39                                 | 34        | 23       | 7           |

NUMBER OF REPLACEMENTS

Once a week : Winter period: Oct.01 -April 30 (Еженедельно в зимний период с 1 октября по 30 апреля)

TOTAL (ВСЕГО):

1170

1020

690

210

| LOCATION (РАСПОЛОЖЕНИЕ)                       |  | Carpets Number (Количество ковров) |           |           |             |
|---|--|------------------------------------|-----------|-----------|-------------|
|   |  | 1500x2500                          | 1200x1800 | 900x1500  | 1500 x 4000 |
| Embassy Compound/Chancery                     | MED.Unit North entrance (Медпункт , северный вход)                 | 1                                  | 1         |           |             |
|   | Med Unit, South Entrance (Медпункт, Южный вход)                    |                                    | 1         |           |             |
|   | GSO , East Entrance ( офис, восточный вход )                       | 1                                  |           |           |             |
|   | GSO, North and East Entrances ( офис, северный и западный входа )  | 1                                  |           |           |             |
|   | North garage entrance (вход у сев. гаража)                         | 3                                  |           |           |             |
|   | MOPO Dispath office ( диспетчерская у сев. гаража)                 | 1                                  |           | 3         |             |
|   | Welcome kit room (склад на въезде в гараж)                         |                                    | 1         |           |             |
|   | East elevator lobby (upper) Лифт верхнее лобби                     | 1                                  |           |           |             |
|   | East elevator lobby (low) Лифт нижнее лобби                        | 1                                  |           |           |             |
|   | MOPO stock office (склад автозапчастей)                            |                                    | 1         |           |             |
|   | EAST wing ramp (рампа в восточном крыле)                           | 3                                  |           |           | 7           |
|   | Chancery elevator lobby (лифтовое лобби в главном здании)          |                                    | 4         |           |             |
|   | Chancery main entrance lobby (вход в главное здание)               | 4                                  |           |           |             |
|   | West entrance (Amb.hallway) западный вход у галереи                | 2                                  |           |           |             |
|   | Cafeteria Entrance (вход у кафетерия)                              | 1                                  | 1         |           |             |
|   | Commissary entrance (вход у бара)                                  | 3                                  |           |           |             |
|   | Post office (на почте)   | 2                                  |           |           |             |
|   | GYM entrance (вход у спортзала)                                    | 3                                  | 2         |           |             |
|   | Day Care (детский сад)   | 2                                  |           |           |             |
|   | East gate (восточные ворота)                                       |                                    | 1         | 1         |             |
|   | West gate (западные ворота)  |                                    |           |           |             |
|   | South Gate (южные ворота)  |                                    |           | 1         |             |
|   | North Gate (северные ворота)                                       |                                    |           | 1         |             |
|   | Quarters 25-37 (квартиры на верхней улице)                         |                                    | 13        |           |             |
|   | NASA office (29 B)   |                                    |           |           |             |
|   | <b>Embassy compound/Chancery subtotal (Главное здание, всего):</b> | <b>29</b>                          | <b>25</b> | <b>6</b>  | <b>7</b>    |
| Consulate building                            | North public entrance lobby (Северный вход для посетителей)        | 3                                  |           |           |             |
|   | Central court yard door (Центр-вход со двора)                      | 1                                  |           |           |             |
|   | Central post3 lobby (вход из арки)                                 | 1                                  | 1         | 4         |             |
|   | Central wing elevators lobby (2nd and 3d floors) Центр -у лифтов   |                                    |           |           |             |
|   | Central wing 4th floor*M2R stockroom) -4 этаж склад запчастей      | 2                                  |           | 2         |             |
|   | South main FCS entrance Юг - главный вход                          |                                    | 1         | 2         |             |
|   | South court yard door Юг-вход со двора                             |                                    | 2         | 5         |             |
|   | <b>Consulate building subtotal (Консульское здание, всего):</b>    | <b>7</b>                           | <b>4</b>  | <b>13</b> |             |
| SPO EDE                                       | Main entrance lobby (вход перед постом)                            | 2                                  |           |           |             |
|   | Behind SL6 lobby (вход за постом)                                  | 1                                  | 5         |           |             |
| <b>SPOEDE subtotal (Здание Споде, всего):</b> |  | <b>3</b>                           | <b>5</b>  | <b>0</b>  |             |
| <b>TOTAL (ИТОГО):</b>                         |  | <b>39</b>                          | <b>34</b> | <b>19</b> | <b>7</b>    |

Once a month; Summer period :Sept 01 - Sept 30 ; May 01-Aug31  
(Ежемесячно в сентябре 1-30 и с 1 мая по 31 августа)

NUMBER OF REPLACEMENTS  
195 170 95 35

Updated -3/3/15